

STANDARD AGREEMENT

STD. 2 (REV. 5-91)

CONTRACT NUMBER
DGS-OFA-GM-EV01

AM. NO.

TAXPAYER'S FEDERAL EMPLOYER I.D.
38-0572512THIS AGREEMENT, made into and entered into this 19th day of **NOVEMBER** 19 97
in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE, OFFICER ACTING FOR THE STATE

AGENCY

Chief, Office of Fleet Administration

Department of General Services

, hereafter called the State, and

CONTRACTOR'S NAME

General Motors Acceptance Corporation (GMAC)

, hereafter called the Contractor.

WITNESSETH: That the Contractor and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion and attach plans and specifications, if any.)*

The Contractor agrees to provide and the State agrees to accept, services as set forth in the Terms and Conditions of this Master Service Agreement (MSA) and the documents referenced and included in this MSA as exhibits.

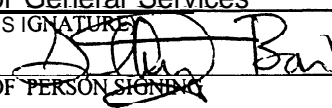
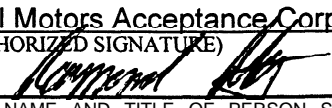
The following items are incorporated by reference and made part of this MSA:

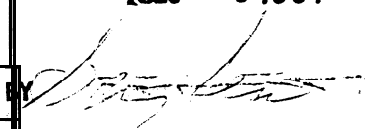
- Items 2 through 7 on the back of this form,
- Terms and Conditions, Pages 1-5,
- Exhibit A-1a, GMAC Lease Agreement with incentive and Exhibit A-1b, GMAC Lease Agreement without incentive,
- Exhibit A-2, Modifications to GMAC Lease Agreement,
- Exhibit B, a sample Purchase Estimate (STD. 66),
- Exhibit C, a sample Subscription (Lease) Agreement
- Exhibits D-H, statements and documents cited on Page 5 of Terms and Conditions,
- Exhibit I, Areas of Service Availability, and
- Exhibit J, Instructions for Leasing Electric Vehicles.

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of General Services		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) General Motors Acceptance Corporation	
BY (AUTHORIZED SIGNATURE) → 		BY (AUTHORIZED SIGNATURE) → 	
PRINTED NAME OF PERSON SIGNING Timothy Bow		PRINTED NAME AND TITLE OF PERSON SIGNING Raymond Pita, Operations Manager	
TITLE Chief, Office of Fleet Administration		1750 E Fourth St., Ste 650, Santa Ana, CA 92708	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	ITEM	CHAPTER	STATUTE
TOTAL AMOUNT ENCUMBERED TO DATE \$	FISCAL YEAR		
OBJECT OF EXPENDITURE (CODE AND TITLE)			
I hereby certify that upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER →		DATE	

Department of General Services
FORM POLICY *Use Only*
Department of General Services
APPROVED
DEC 5 1997

Ass't. Chief Counsel

☐ CONTRACTOR
 ☐ STATE AGENCY
 ☐ DEPT. OF GEN. SER
 ☐ CONTROLLER
 ☐

STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

1. ~~The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.~~
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

MASTER SERVICES AGREEMENT DGS MSA-GMAC TERMS AND CONDITIONS

This Master Service Agreement (MSA) provides for the leasing of the "EV1" and is entered into between the Department of General Services (DGS) and General Motors Acceptance Corporation (GMAC). The GM EV1 is a two-seat electric-powered sedan offered exclusively for lease by GMAC.

The below referenced state departments, agencies and political subdivisions of the State may request services from the Contractor under this agreement, provided they are located in an area of service availability designated by the manufacturer of EV1 as shown in Exhibit I:

The Executive Branch;
The Legislative Branch;
The Judicial Branch;
Constitutional Officers of the State;
California State Universities and The University of California; and
Political Subdivisions of the State, including city and county governments and Community College districts.

Each participating agency shall enter into a lease with GMAC in substantially the form of the attached Sample Subscription (Lease) Agreement (Exhibit C), and thereby agree to lease the EV1 under the terms of this MSA, which shall be incorporated by reference as part of the Lease Agreement. GMAC may refuse to accept, with cause, requests by political-subdivisions for services under this agreement.

The manufacturer of EV1 may from time to time expand the service areas, and any such expansion will be immediately incorporated by reference into this MSA.

1. DEFINITIONS

The following terms shall have the following meanings for all purposes of this agreement.

- A. "State" means the Department of General Services and the other state agencies listed above as eligible users.
- B. "DGS" is the Department of General Services.
- C. "Participating Agency" means an eligible subscriber/user that orders one or more electric vehicles under the terms of this MSA.
- D. "GMAC" or "Contractor" means General Motors Acceptance Corporation and includes General Motors Corporation and Saturn Corporation as third party beneficiaries.
- E. "Master Services Agreement. (MSA)" or "Agreement" is this agreement between GMAC and DGS providing the basic terms and conditions which a participating agency shall incorporate by reference as part of a Subscription (Lease) Agreement which shall be entered into with GMAC. The MSA includes the terms and conditions of the GMAC Lease Agreement (Exhibit A) and a sample Purchase Estimate (Exhibit B).

- F. "Subscription (Lease) Agreement" (Exhibit C) is a contract for the EV1 between GMAC and a participating agency that incorporates this MSA.

2. OBJECTIVE

The objective of this MSA is to facilitate state and local government leases of electric vehicles. Electric vehicles, which meet the California Air Resources Board's (ARB's) definition of zero-emission vehicle (ZEV), provide air quality and energy diversity benefits. Executive Order W-100-94, authorized by Governor Pete Wilson in 1994, promotes the purchase of ZEVs for state fleets in compliance with the 1992 National Energy Policy Act. Also, in 1996 ARB entered into Memoranda of Agreements (MQAs) with the seven major automakers to promote and develop a market for ZEVs in California. Under the MOAs, auto manufacturers are required to place a total of 3,750 ZEVs in California through the year 2000. ARB agreed to facilitate the purchase of ZEVs for appropriate applications in state fleets by working with the Department of General Services to ensure the sale or lease of ZEVs to selected state agencies. This MSA is designed to accomplish the objective described above, and further facilitate ZEV leases in local government fleet applications.

3. TERM

The term of this Master Service Agreement (MSA or Master) shall be four (4) years beginning with the date it is stamped APPROVED by the Department of General Services. Accordingly, the "Order Window" for leasing the EV1 shall be four (4) years beginning with the date the MSA is approved. The Subscription (Lease) Agreement term for the EV1 shall be three (3) years.

Therefore, all Subscription (Lease) Agreements under this MSA must expire prior to seven (7) years following the date the MSA is approved, each limited to a term of three (3) years. Nothing in this MSA precludes both parties (DGS and GMAC) from extending the term of the MSA upon its expiration.

4. VALID AGREEMENT

This agreement shall not be valid until signed by all parties and approved by the DGS, Office of Legal Services. Approval of this agreement by the DGS does not guarantee that any vehicles will be leased.

5. ORDERING INSTRUCTIONS

Each participating entity shall designate an official contact person to receive notices and handle logistics of the lease(s). As a condition to participating in this MSA, users shall also provide the following information to the DGS Official Contact Person: name, address, phone number, facsimile number and e-mail address of their designated official contact person.

The participating agency shall complete and forward a Purchase Estimate (STD. 66 - Exhibit B) to the Office of Fleet Administration (OFA) Contract Administrator (contact person) who will then prepare a Subscription Agreement (Exhibit C). Participating agencies should allow time for processing the order (subscription agreement) and installation of the necessary charging equipment prior to the delivery date. The OFA contract administrator will forward the completed Subscription Agreement to the participating agency which following review and execution shall forward the subscription agreement to the contractor for execution. The contractor shall determine a vehicle delivery date and forward a copy of the fully executed Subscription Agreement to the participating agency and to the OFA.

6. MSA OFFICIAL CONTACT PERSONS

Notices required under the MSA shall be in writing and delivered to the appropriate address(es) below.

Rick Slama, Departmental Contact
Department of General Services
Office of Fleet Administration
802 Q Street
Sacramento, CA 96814-6422

Mark Warren, General Motors Corp. Contact
GM Advanced Technology Vehicles
Loc. TO, Bldg. 237 MS 1445
3050 West Lomita Boulevard
P.O. Box 2923
Torrance, CA 90509-2923

E-mail: rslama@dgs.ca.gov
Telephone: (916) 327-2567
Facsimile: (916) 327-2076

E-mail: warrenc@pcssmtp.hac.com
Telephone: (310) 517-5866
Facsimile: (310) 517-5727

7. REPORTS

Quarterly, GMAC will provide brief reports listing the names and addresses of each participating agency and the number of vehicles leased under this MSA to the DGS official contact person. The first quarterly report is due 3 months following approval of this MSA by DGS' Office of Legal Services. Additional contents and format of reports will be determined at a later date.

8. FINANCIAL LIABILITY

Any payment obligation of a contract(s) awarded under this MSA will be contingent upon the availability of funding. In addition, this MSA is subject to any additional statutory restrictions, limitations, or conditions enacted by the Legislature or other controlling body, which may affect the provisions, terms, or funding of any resulting contract(s) in any manner.

The term "contract" as used in this section shall mean this MSA and the GMAC Lease Agreement. Each participating agency is responsible for payment according to the terms of the Subscription (Lease) Agreement executed with the Contractor (GMAC). The Department of General Services will not be liable for payments owed to the Contractor (GMAC) by individual MSA users.

9. VEHICLE REGISTRATION

Publicly-owned/leased electric vehicles will be E-plated, thereby exempting them from federal excise and personal property taxes levied on the Contractor or on employee wages. Therefore, no registration or title fees will be levied on the electric vehicles leased under this MSA.

10. CONFLICT LANGUAGE

No additional terms and conditions other than those set forth in this MSA are authorized by DGS. Participating agencies are not to modify or add to the terms of the Subscription (Lease) Agreement (Exhibit C) which incorporates by reference the MSA. The only terms of the Lease Agreement which may differ among participating users include the beginning and ending dates of the lease, and the price, which may differ according to whether incentives are available at the user's location.

11. MODIFICATION

If both parties agree, the terms and conditions of this MSA may be modified by amendment. Amendments to the terms of this MSA shall be valid when signed by the parties to this MSA and approved by the Office of Legal Services of the Department of General Services. No oral understanding or agreement not incorporated in the MSA shall be binding on the parties of this MSA.

12. SEPARABILITY

If any provision of this MSA is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this MSA shall remain in full force and effect.

13. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, and rules applicable to its respective business.

14. NO WAIVER

Failure to enforce any term or condition of this agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this agreement.

15. ENTIRE AGREEMENT

This agreement is the entire agreement with respect to the subject matter hereof and supersedes any previous agreement with respect to the subject matter hereof. No oral representations made before or during the negotiation of this agreement shall be deemed binding on the parties.

16. NO ADDITIONAL REQUIREMENTS OR QUALIFICATIONS

The Contractor agrees that no additional requirements or qualifications to the terms and conditions of this agreement beyond what is required by law, or by prudent operating requirements, shall be made in carrying out the Contractor's stated obligations herein.

17. MISCELLANEOUS STATEMENTS AND DOCUMENTS

- A. **Contract subject to Audit:** This contract will be subject to examination and audit by the State Auditor for a period of three years after the final payment or termination of the contract.
- B. **Americans With Disabilities Act:** By signing this Agreement, the Contractor (GMAC) assures the State that it complies with the Americans with Disabilities Act of 1990 (U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability.
- C. **Drug-Free Workplace:** The Drug-Free Workplace Certification (STD. 21) as signed by the Contractor, is incorporated into this Agreement by reference (Exhibit D).
- D. **Labor Relations Board Certification:** By signing this Agreement, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.
- E. **Nondiscrimination Compliance:** The Nondiscrimination Compliance Statement (STD. 19) as signed by the Contractor is incorporated into this agreement by reference (Exhibit E).
- F. **Nondiscrimination Clause:** By signing this agreement, the Contractor certifies compliance with the State's Nondiscrimination Clause (STD. 17A), which is incorporated into this agreement by reference (Exhibit F).
- G. **Vendor Data Record:** The Vendor Data Record (STD. 204), as signed by the Contractor is incorporated into this agreement by reference (Exhibit G)
- H. **Certification of Compliance with the Forced, Convict, and Indentured Labor Statute:** The Certification of Compliance as signed by the Contractor is incorporated into this agreement by reference (Exhibit H).

18. AUTHORITY TO SIGN

Each party represents that the individual who signs a Subscription (Lease) Agreement has authority to do so and to bind it to the terms and conditions of this MSA and the Lease Agreement. Note: Cities, counties, and other local public agencies normally would need authorization, in the form of a resolution or other equivalent document, from their controlling body (City Council, Board of Supervisors, etc.) to sign a Subscription (Lease) Agreement.

19. LEASE COST

The base monthly payment for government agencies that receive a \$5,000 air district buy-down incentive will be \$504.82 plus sales tax. The base monthly payment for government agencies without the air district buy-down incentive will be \$660.46 plus sales tax, assuming that the air district incentive money is no longer available or that the location/use of the vehicle does not qualify for the air district's incentive.



LESSEE (Including Address, County, and Zip Code) STATE ORGANIZATION	CO-LESSEE (Including Address, County, and Zip Code)	LESSOR GMAC PO BOX 11905 SANTA ANA, CA 92711-1905 (714) 550-5692
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This is an agreement to lease a vehicle. This is a lease only. This is not a purchase agreement. You are not buying the vehicle, By signing this Lease, you agree to everything on the front and back. Read the entire Lease before you sign it.

"You" and "Your" refer to Lessee and any Co-Lessee. "We", "Us", and "Our" refer to GMAC. "Lease" refers to this Lease Agreement.

THE VEHICLE YOU ARE LEASING							
New or Used	Year	Make & Model	Body Type	Vehicle Identification Number	Primary Use	Mileage on Odometer	Vehicle License Number
NEW	1997	EV1	COUPE	4G5PX2250V0200000	BUSINESS	1	N/A
Optional Equipment: New 1997 Delco MAGNECHARGE WM200 Battery Charger Serial Number WM000WM2001234567.							

LEASE TERMS AND CONDITIONS																																																																					
<p>1(a). VEHICLE PRICE COMPONENT*</p> <table><tr><td>Gross Price of the Vehicle</td><td>\$33,995.00</td></tr><tr><td>minus: Federal Tax Credit Allowance</td><td>\$0.00</td></tr><tr><td>minus: Air Quality District Allowance</td><td>\$5,000.00</td></tr><tr><td>minus: Other Allowances: <u>NONE</u></td><td>\$0.00</td></tr><tr><td>equals: Net Vehicle Price Component*</td><td>\$28,995.00</td></tr></table> <p>(b). CAPITALIZED COST</p> <table><tr><td>Net Vehicle Price Component*</td><td>\$28,995.00</td></tr><tr><td>plus: GMAC Administrative Fee</td><td>\$400.00</td></tr><tr><td>plus: Other (describe):</td><td>\$0.00</td></tr><tr><td>equals: Gross Capitalized Cost</td><td>\$29,395.00</td></tr><tr><td>minus: Capitalized Cost Reduction</td><td>\$0.00</td></tr><tr><td>equals: Net Capitalized Cost</td><td>\$29,395.00</td></tr></table> <p>(c). TOTAL OF BASE MONTHLY PAYMENTS</p> <table><tr><td>Net Capitalized Cost</td><td>\$29,395.00</td></tr><tr><td>minus: Residual Value</td><td>\$16,850.50</td></tr><tr><td>equals: Amount to Be Amortized</td><td>\$12,544.50</td></tr><tr><td>plus: Lease Charges</td><td>\$5,629.02</td></tr><tr><td>equals: Total of Base Monthly Payments</td><td>\$18,173.52</td></tr></table> <p>(d). BASE MILEAGE ALLOWANCE 30, 024 for the Lease term. (See Items 14 and 22 for more information about mileage.)</p> <p>*This vehicle is not available for retail purchase.</p>	Gross Price of the Vehicle	\$33,995.00	minus: Federal Tax Credit Allowance	\$0.00	minus: Air Quality District Allowance	\$5,000.00	minus: Other Allowances: <u>NONE</u>	\$0.00	equals: Net Vehicle Price Component*	\$28,995.00	Net Vehicle Price Component*	\$28,995.00	plus: GMAC Administrative Fee	\$400.00	plus: Other (describe):	\$0.00	equals: Gross Capitalized Cost	\$29,395.00	minus: Capitalized Cost Reduction	\$0.00	equals: Net Capitalized Cost	\$29,395.00	Net Capitalized Cost	\$29,395.00	minus: Residual Value	\$16,850.50	equals: Amount to Be Amortized	\$12,544.50	plus: Lease Charges	\$5,629.02	equals: Total of Base Monthly Payments	\$18,173.52	<p>9. OFFICIAL FEES AND TAXES</p> <p>You agree to pay all fees for titling, registering, licensing, testing, and inspecting the vehicle that the government requires during this Lease. You agree to pay all taxes related to this Lease or the vehicle that the government levies on you, the vehicle, or us, except for taxes on our net income. We may bill you separately or we may change your Monthly Payment due to increases or decreases in taxes, including those that occur because you relocate the vehicle to a different tax jurisdiction.</p> <p>10. TOTAL ESTIMATED OFFICIAL FEES AND TAXES PAYABLE DURING CURRENT CALENDAR YEAR</p> <table><tr><td>\$504.86</td><td>This is the sum of:</td></tr><tr><td>(a) Title Fee</td><td>\$0.00</td></tr><tr><td>(b) Registration Fee</td><td>\$0.00</td></tr><tr><td>(c) License Fee</td><td>\$0.00</td></tr><tr><td>(d) Sales/Use Tax</td><td>\$504.86</td></tr><tr><td>(e) Other (describe): <u>NONE</u></td><td>\$0.00</td></tr></table> <p>11. TOTAL ESTIMATED OFFICIAL FEES AND TAXES PAYABLE DURING LEASE</p> <table><tr><td>\$1,895.82</td><td>This is the sum of:</td></tr><tr><td>(a) Title Fee</td><td>\$0.00</td></tr><tr><td>(b) Registration Fee</td><td>\$100.00</td></tr><tr><td>(c) License Fee</td><td>\$0.00</td></tr><tr><td>(d) Sales/Use Tax</td><td>\$1,795.82</td></tr><tr><td>(e) Other (describe): <u>NONE</u></td><td>\$0.00</td></tr></table> <p>12. TOTAL OF OTHER CHARGES PAYABLE TO LESSOR</p> <table><tr><td>Itemize: <u>NONE</u></td><td>\$0.00</td></tr></table> <p>13. LATE CHARGE</p> <p>If you do not pay a Monthly Payment in full within 31 days after it is due, you will pay a late charge of \$4.</p> <p>14. EXCESS MILEAGE CHARGE</p> <table><tr><td>(a) Beginning Mileage on Odometer</td><td>1</td></tr><tr><td>(b) Base Mileage Allowance</td><td>30,024</td></tr><tr><td>(The Base Mileage Allowance is in addition to the beginning mileage on the odometer.)</td><td></td></tr><tr><td>(c) Total Allowed Mileage on Odometer ((a)+(b))</td><td>30,025</td></tr><tr><td>(d) There is an excess mileage charge of 20 cents per mile for each mile on the odometer above the Total Allowed Mileage on Odometer. (See item 22 for more information about excess mileage.)</td><td></td></tr></table> <p>15. FINES, LIENS, AND ENCUMBRANCES</p> <p>You agree to keep the vehicle free of all fines, liens, and encumbrances. If you do not promptly pay any fines the government imposes or remove any liens or encumbrances, we may do so. You will owe us any amounts we pay to do so. You will also owe us \$20 for each time we pay a fine imposed on the vehicle during this Lease. You acknowledge that we own the charger. You cannot use the charger to secure any debt. The charger will not become part of any building where it is installed. The charger is not a fixture. You and we intend that any mortgage on the property where the charger is installed will not cover the charger.</p> <p>16. REQUIRED VEHICLE INSURANCE</p> <p>You must buy and maintain Public Liability Insurance and Physical Damage Insurance. The policies must be acceptable to us. The policies must not exclude or restrict coverage when you are the driver. The policies must not exclude or restrict coverage when the driver is someone you will allow to drive the vehicle or someone who is likely to drive the vehicle. We require no other types of insurance.</p> <p>The Public Liability Insurance must (a) cover up to \$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident, or (b) have a combined single limit of \$300,000 for bodily injuries and property damage for any one accident. The policy must show GMAC as an additional insured.</p> <p>The Physical Damage Insurance must have deductibles of no more than \$500 for collision and upset loss and \$500 for comprehensive, fire, and theft loss. The policy must show GMAC as loss payee.</p> <p>You may buy the required Insurance from any insurance company acceptable to us. You agree to provide proof of insurance to us upon request.</p>	\$504.86	This is the sum of:	(a) Title Fee	\$0.00	(b) Registration Fee	\$0.00	(c) License Fee	\$0.00	(d) Sales/Use Tax	\$504.86	(e) Other (describe): <u>NONE</u>	\$0.00	\$1,895.82	This is the sum of:	(a) Title Fee	\$0.00	(b) Registration Fee	\$100.00	(c) License Fee	\$0.00	(d) Sales/Use Tax	\$1,795.82	(e) Other (describe): <u>NONE</u>	\$0.00	Itemize: <u>NONE</u>	\$0.00	(a) Beginning Mileage on Odometer	1	(b) Base Mileage Allowance	30,024	(The Base Mileage Allowance is in addition to the beginning mileage on the odometer.)		(c) Total Allowed Mileage on Odometer ((a)+(b))	30,025	(d) There is an excess mileage charge of 20 cents per mile for each mile on the odometer above the Total Allowed Mileage on Odometer. (See item 22 for more information about excess mileage.)	
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<p>8. RESIDUAL VALUE</p>	\$16,850.50																																																																				

USING AND TAKING CARE OF THE VEHICLE AND CHARGER	
<p>17. WARRANTY AND EXCLUSION OF WARRANTY. The vehicle and charger are subject to the manufacturers' express warranties unless this box is checked <input type="checkbox"/>. You must abide by the duration and remedy limitations of these warranties. We are giving you a warranty that the vehicle and charger conform to the descriptions in this Lease.</p> <p>THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE AND CHARGER. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.</p> <p>YOU ACKNOWLEDGE THAT THE MANUFACTURER AND WE HAVE NO REASON TO KNOW THAT YOU REQUIRE THE VEHICLE FOR A PARTICULAR PURPOSE. YOU ALSO ACKNOWLEDGE THAT YOU ARE NOT RELYING ON THEIR OR OUR SKILL OR JUDGMENT TO FURNISH A SUITABLE VEHICLE FOR A PARTICULAR PURPOSE.</p> <p>The following applies only if this Lease is primarily for business purposes: <u>WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY.</u></p>	<p>(j) modify the installation of the charger, including the charger's connection to the power supply. You agree that you will:</p> <p>(k) operate the vehicle and charger only in accordance with the safety and operation instructions specified in the owner's manual.</p> <p>(l) advise us and obtain our written consent before installing and transporting the charger to a different location.</p> <p>(m) If you do not own the building where the charger is installed, obtain the owners' permission for us or our agents to remove the charger whenever this Lease allows for its removal.</p>
<p>18. USE. You agree that you will not:</p> <p>(a) allow unlicensed drivers to drive the vehicle.</p> <p>(b) use or allow the vehicle to be used illegally or contrary to the provisions of any acceptable insurance policy.</p> <p>(c) use or allow the vehicle to be used improperly, for hire, or as a public conveyance.</p> <p>(d) use the vehicle to pull any trailer or other vehicle.</p> <p>(e) remove the vehicle or charger from the United States. You will also not remove the vehicle or charger from those areas of service availability specified by the manufacturers.</p> <p>(f) alter, mark, damage, or use the vehicle or charger for any purpose other than that intended and specified by the manufacturers.</p> <p>(g) install any equipment in or on the vehicle.</p> <p>(h) dismantle, tamper with, or try to reverse engineer the vehicle or charger, even if you reassemble them. You will not allow anyone else to do any of these things. If you do any of these things or allow anyone else to do any of these things, General Motors Corporation, Saturn Corporation, Delco, and/or we may sue you for damages. General Motors Corporation, Saturn Corporation, and Delco are third party beneficiaries of this agreement.</p> <p>(i) expose the vehicle or charger to seizure, confiscation, forfeiture, or other involuntary transfer.</p>	<p>19. MAINTENANCE, REPAIRS, AND OPERATING EXPENSES. You agree to keep the vehicle and charger in good working order and condition. You also agree to service the vehicle and charger as the manufacturers specify. You agree to follow the manufacturers' instructions in any recall campaign. You also agree to pay for all operating expenses including the cost of electricity.</p> <p>20. SERVICE AVAILABILITY FOR THIS VEHICLE IS LIMITED. See the information provided by the manufacturer concerning how and where to service your vehicle. You must have all collision and service work done at a Saturn retailer in the service availability area the manufacturer specifies.</p> <p>21. EXCESS WEAR. You agree to keep the vehicle and charger free of excess wear and physical damage including: (a) glass that is damaged or that you have tinted; (b) damaged body, fenders, lights, trim or paint; (c) missing equipment that was in or on the vehicle when delivered and has not been replaced with identical equipment; (d) kissing or unsafe wheels or tires; (e) torn, damaged, or stained floor covers, seats, headliners, upholstery, interior trim or trunkliners; (f) any mechanical damage or other condition that causes the vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; (g) defacement of the vehicle and charger; (h) missing parts; (i) damage to the charger's casing, wires, and paddle; (j) any condition that impairs the performance of the vehicle or charger; and (k) any other damage, whether or not covered by insurance.</p> <p>22. EXCESS MILEAGE. At the end of this Lease, you agree to pay any excess mileage charge (Item 14(d)). You also agree to pay any tax due on the excess mileage charge. At the end of this Lease, we will not give you a credit for any portion of the Base Mileage Allowance (Item 14(b)) you did not use.</p>

NOTICE: SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS, INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST.

EV₁ MONTHLY PAYMENT LEASE

SCHEDULED LEASE TERMINATION

23. **SCHEDULED TERMINATION DATE.** This Lease is scheduled to end on the date shown in Item 7.
24. **WHAT YOU OWE AT SCHEDULED TERMINATION.** If you have paid all required fees and

taxes and kept all of your agreements in this Lease, you will owe us only (1) any excess mileage charge (Item 14(d)) and (2) our estimated or actual cost of any repairs needed because of excess wear (Item 21). (We are not obligated to make any repairs.)

EARLY LEASE TERMINATION

25. **EARLY TERMINATION.** You may end this Lease at any time. If you are in default, or if the vehicle or charger is stolen (and not recovered), or if it is destroyed, we may end this Lease. **EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL FEE (SEE ITEM 26).**
26. **WHAT YOU OWE AT EARLY TERMINATION.** If this Lease terminates early for any reason and lease assumption (Item 27) does not occur, you must return the vehicle and charger to us.
- (a) You will owe us the Early Termination Fee from the following schedule. The early termination fee varies depending on how long this Lease was in effect. The fee is a multiple of the amount shown in Item 5, which is the amount of your Base Monthly Payment exclusive of any capitalized cost reduction.

Termination Occurs During	Early Termination Fee
Months 1 - 14	9 times the amount in Item 5
Months 15 - 17	8 times the amount in Item 5
Months 18 - 20	7 times the amount in Item 5
Months 21 - 23	6 times the amount in Item 5
Months 24 - 26	5 times the amount in Item 5
Months 27 - 29	4 times the amount in Item 5
Months 30 - 32	3 times the amount in Item 5
Months 33 - 34	2 times the amount in Item 5
Month 35	1 times the amount in Item 5
Month 36	0 times the amount in Item 5

- (b) You will also owe us:
- (1) any past due payments, taxes, unpaid fines, and late charges.
- (2) the estimated or actual cost of repairs needed because of excess wear or damage (we are not obligated to make any repairs).
- (3) any excess mileage charges described in Item 14(d).
- (4) any amounts needed to release liens or encumbrances.
- (5) any repossession and storage expenses and attorney's fees described in Item 28(b).
- (6) any amounts due because you have broken other agreements in this Lease.
- (c) if you paid a Capitalized Cost Reduction shown in item l(b), we will keep a prorated portion based on the number of payments due before the early termination. We will credit the balance of your Capitalized Cost Reduction toward amounts due us under this Lease.
- (d) However, if the vehicle is stolen (and not recovered) or if it is destroyed, and we receive an insurance settlement, you will owe us only the insurance deductible plus any amounts from Item 26(b); you will not owe us the Early Termination Fee described in Item 26(a). You must return the charger to us.
- (e) If the charger is stolen (and not recovered) or if it is destroyed, you will owe us \$50 per month for each remaining month in this Lease.
27. **LEASE ASSUMPTION.** Instead of terminating this Lease early, you may arrange for a new lessee to assume this Lease subject to our consent. You must ask us in writing and in advance. We are under no obligation to consent. If we consent, you will not owe the early termination fee from Item 26(a) or any excess mileage or wear charges. You will owe us only amounts due under Item 26(b).

DEFAULT

20. **DEFAULT.**
- (a) You will be in default if any of these things happen:
- (1) you do not make a payment when due.
- (2) you do not keep in force the insurance coverage this Lease requires (item 16).
- (3) a person who is an excluded or restricted driver under the insurance policies drives the vehicle.
- (4) you do not service and maintain the vehicle and charger as the manufacturers and this Lease require.
- (5) you have made a material misrepresentation on your Lessee Statement.
- (6) you violate the section of this Lease (Item 36) prohibiting the transfer of your interest.
- (7) you break any of your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of our interest in the vehicle or charger.
- (8) you expose the vehicle or charger to seizure, confiscation, forfeiture, or other involuntary transfer.
- (9) you do any other act that is a default under a lease contract under applicable law.

- (b) If you are in default:
- (1) we will have the remedies described in this Lease and any other remedies applicable law gives us except as we otherwise agree in this Lease.
- (2) we may end this Lease early. You will owe us the amounts from Item 26.
- (3) we may recover the vehicle and charger without demand provided we do so without breach of the peace, at a reasonable time and place, in a reasonable manner, and in accordance with applicable law.
- (4) you agree that we or our agents may enter your property, or the property where the vehicle and charger are located, to take the vehicle and charger if we or they do not breach the peace or break the law.
- (5) you agree that if any personal property is in the vehicle when taken, we can take the property and store it for you. Any property attached to the vehicle will stay with the vehicle.
- (6) you agree to pay the reasonable expenses of taking and storing the vehicle and charger.
- (7) we may sue you for damages.
- (8) you agree to pay our attorney's fees to the extent permitted by law.

AT THE END OF THIS LEASE

29. **OPTION TO PURCHASE.** You do not have an option to purchase the vehicle or charger. However, if the manufacturers decide to sell the vehicle or charger to the public at Lease end, the manufacturers may give you the first opportunity to buy the vehicle or charger at the retail price and terms to be set then.
30. **RETURNING THE VEHICLE AND CHARGER.** You agree to contact us before Lease end to arrange to return the vehicle and charger to a reasonable address we will give you. You will return them to that address at lease termination. If you do not, you will owe us the residual value shown

in item 8 (unless the vehicle or charger is stolen and not recovered), plus any other amounts due under this Lease. In addition, General Motors Corporation, Saturn Corporation, and/or we may sue you for damages. You must pay the costs associated with de-installing the charger.

31. **ODOMETER DISCLOSURE REQUIREMENT.** Federal law requires you to disclose the vehicle's mileage to us in connection with a transfer of ownership of the vehicle. You may be fined and/or imprisoned if you fail to complete the disclosure or if you make a false statement.

SECURITY DEPOSIT

32. **SECURITY DEPOSIT.** A refundable security deposit may be part of the payment you make when you enter into this Lease. We will deduct from your security deposit any amounts you owe under this Lease and do not pay. After the end of this Lease we will refund to you any part of your security deposit that is left. We will not pay you interest on your security deposit.

PROHIBITION OF TRANSFER OF INTEREST

33. **RISK OF LOSS.** You will have the risk of loss of the vehicle once you take possession of it.
34. **PAYMENTS FOR VEHICLE OR CHARGER DAMAGE.** If the vehicle or charger is damaged, stolen, or destroyed and funds become available from insurance payment of a judgment, settlement, or the like, we will treat the funds as insurance proceeds.
35. **INSPECTION.** You agree to allow us or the manufacturers to inspect the vehicle or charger at any reasonable time and place. If we ask to inspect them, you will tell us their location.
36. **PROHIBITION OF TRANSFER OF LESSEE'S INTEREST.** YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN, OR OTHERWISE TRANSFER YOUR

INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR CHARGER, OR THAT AFFECTS OUR RIGHTS TO THE VEHICLE AND CHARGER, UNLESS WE GIVE OUR PRIOR WRITTEN CONSENT (SEE ITEM 27). YOU WILL NOT TRY TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE OR CHARGER.

37. **INDEMNITY.** You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle and charger. You agree to indemnify and hold us harmless from all such losses, damages, injuries, claims, demands, and expenses.

DELIVERY RECEIPT. By signing this Lease, you agree that (1) you received and examined the vehicle and charger described in this Lease, (2) the vehicle and charger are as described in this Lease, and (3) the vehicle and charger are in good working order and condition.

THIS IS THE ENTIRE AGREEMENT. This Lease contains the entire agreement between you and us relating to the lease of the vehicle and charger. Any change to the terms of this Lease must be in writing and signed by you and us. No oral changes are binding. We may delay or refrain from enforcing any of our rights under this Lease without losing them.

Lessee (and Co-Lessee) initials _____

If you are a California resident, you waive Section 1808.21 of the California Vehicle Code and authorize Lessor and Assignee to obtain your residence address from the Department of Motor Vehicles.

Notice to the lessee: (1) Do not sign this agreement before you read it or If it contains any blank spaces to be filled In; (2) You are entitled to a completely filled In copy of this agreement: (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

S/\$ _____
Lessee

S/\$ _____
Co-Lessee

Warning - Unless a charge is Included in this agreement for public liability or property damage Insurance, payment for such coverage is not provided by this agreement.

S/\$ _____
Lessee

S/\$ _____
Co-Lessee

Lessee has the right to return the vehicle, and receive a refund of any payments made If the credit application is not approved, unless nonapproval results from an incomplete application or from Incorrect information provided by the Lessee.

S/\$ _____
Lessee

S/\$ _____
Co-Lessee

California law does not provide for a "cooling off" period or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decide he vehicle costs too much, or wish you had acquired a different vehicle. You may only cancel this lease with the agreement of the lessor or for legal cause, such as fraud.

S/\$ _____
Lessee

S/\$ _____
Co-Lessee

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT _____ ON _____
(City) (State) (Mo.) (Day) (Yr.)

LESSEE: _____ BY: _____ CO-LESSEE: _____

MAC: _____ BY: _____ TITLE: _____

NOTICE: SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS.



GMAC LEASE AGREEMENT
EV1 MONTHLY PAYMENT LEASE

Exhibit A-1b



LESSEE (Including Address, County, and Zip Code) STATE ORGANIZATION	CO-LESSEE (Including Address, County, and Zip Code)	LESSOR GMAC PO BOX 11905 SANTA ANA, CA 92711-1905 (714) 550-5692
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This is an agreement to lease a vehicle. This is a lease only. This is not a purchase agreement. You are not buying the vehicle. By signing this Lease, you agree to everything on the front and back. Read the entire Lease before you sign it.
"You" and "Your" refer to Lessee and any Co-Lessee. "We", "Us", and "Our" refer to GMAC. "Lease" refers to this Lease Agreement.

THE VEHICLE YOU ARE LEASING							
New or Used	Year	Make & Model	Body Type	Vehicle Identification Number	Primary Use	Mileage on Odometer	Vehicle License Number
NEW	1997	EV1	COUPE	4G5PX2250V0200000	BUSINESS	1	N/A
Optional Equipment: New 1997 Delco MAGNECHARGE WM200 Battery Charger Serial Number WM000WM2001234567.							

LEASE TERMS AND CONDITIONS	
1(a). VEHICLE PRICE COMPONENT* Gross Price of the Vehicle \$33,995.00 minus: Federal Tax Credit Allowance \$0.00 minus: Air Quality District Allowance \$0.00 minus: Other Allowances: <u>NONE</u> \$0.00 equals: Net Vehicle Price Component* \$33,995.00 (b). CAPITALIZED COST Net Vehicle Price Component* \$33,995.00 plus: GMAC Administrative Fee \$400.00 plus: Other (describe): \$0.00 equals: Gross Capitalized Cost \$34,395.00 minus: Capitalized Cost Reduction \$0.00 equals: Net Capitalized Cost \$34,395.00 (c). TOTAL OF BASE MONTHLY PAYMENTS Net Capitalized Cost \$34,395.00 minus: Residual Value \$16,850.50 equals: Amount to Be Amortized \$17,544.50 plus: Lease Charges \$6,232.06 equals: Total of Base Monthly Payments \$23,776.56 (d). BASE MILEAGE ALLOWANCE <u>30,024</u> for the Lease term. (See Items 14 and 22 for more information about mileage.) *This vehicle is not available for retail purchase.	9. OFFICIAL FEES AND TAXES You agree to pay all fees for titling, registering, licensing, testing, and inspecting the vehicle that the government requires during this Lease. You agree to pay all taxes related to this Lease or the vehicle that the government levies on you, the vehicle, or us, except for taxes on our net income. We may bill you separately or we may change your Monthly Payment due to increases or decreases in taxes, including those that occur because you relocate the vehicle to a different tax jurisdiction. 10. TOTAL ESTIMATED OFFICIAL FEES AND TAXES PAYABLE DURING CURRENT CALENDAR YEAR \$153.57 This is the sum of: (a) Title Fee \$0.00 (b) Registration Fee \$0.00 (c) License Fee \$0.00 (d) Sales/Use Tax \$153.57 (e) Other (describe): <u>NONE</u> \$0.00 11. TOTAL ESTIMATED OFFICIAL FEES AND TAXES PAYABLE DURING LEASE \$1,942.84 This is the sum of: (a) Title Fee \$0.00 (b) Registration Fee \$100.00 (c) License Fee \$0.00 (d) Sales/Use Tax \$1,842.84 (e) Other (describe): <u>NONE</u> \$0.00 12. TOTAL OF OTHER CHARGES PAYABLE TO LESSOR Itemize: <u>NONE</u> \$0.00 13. LATE CHARGE If you do not pay a Monthly Payment in full within 31 days after it is due, you will pay a late charge of \$4. 14. EXCESS MILEAGE CHARGE (a) Beginning Mileage on Odometer 1 (b) Base Mileage Allowance 30,024 (The Base Mileage Allowance is in addition to the beginning mileage on the odometer.) (c) Total Allowed Mileage on Odometer ((a)+(b)) 30,025 (d) There is an excess mileage charge of 20 cents per mile for each mile on the odometer above the Total Allowed Mileage on Odometer. (See Item 22 for more information about excess mileage.) 15. FINES, LIENS, AND ENCUMBRANCES You agree to keep the vehicle free of all fines, liens, and encumbrances. If you do not promptly pay any fines the government imposes or remove any liens or encumbrances, we may do so. You will owe us any amounts we pay to do so. You will also owe us \$20 for each time we pay a fine imposed on the vehicle during this Lease. You acknowledge that we own the charger. You cannot use the charger to secure any debt. The charger will not become part of any building where it is installed. The charger is not a fixture. You and we intend that any mortgage on the property where the charger is installed will not cover the charger. 16. REQUIRED VEHICLE INSURANCE You must buy and maintain Public Liability Insurance and Physical Damage Insurance. The policies must be acceptable to us. The policies must not exclude or restrict coverage when you are the driver. The policies must not exclude or restrict coverage when the driver is someone you will allow to drive the vehicle or someone who is likely to drive the vehicle. We require no other types of Insurance. The Public Liability Insurance must (a) cover up to \$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident, or (b) have a combined single limit of \$300,000 for bodily injuries and property damage for any one accident. The policy must show GMAC as an additional insured. The Physical Damage Insurance must have deductibles of no more than \$500 for collision and upset loss and \$500 for comprehensive, fire, and theft loss. The policy must show GMAC as loss payee. You may buy the required insurance from any insurance company acceptable to us. You agree to provide proof of insurance to us upon request.
2. PAYMENT DUE AT LEASE SIGNING \$711.65 This is the sum of: (a) Capitalized Cost Reduction \$0.00 (b) First Monthly Payment in Advance \$711.65 (c) Refundable Security Deposit \$0.00 (d) Title Fee \$0.00 (e) Registration Fee \$0.00 (f) License Fee \$0.00 (g) Other (describe): <u>NONE</u> \$0.00 (h) Other (describe): <u>NONE</u> \$0.00 (i) Sales/Use Tax on Allowances in Item 1(a) \$0.00 (j) Sales/Use Tax on Capitalized Cost Reduction in Item 2(a) and Amounts in Items 2(g) end 2(h) \$0.00	
3. Number of MONTHLY PAYMENTS 36	
4. MONTHLY PAYMENT \$711.65 This is the sum of: (a) Base Monthly Payment \$660.46 (b) Sales/Use Tax on Base Monthly Payment \$51.19 (c) Other (describe): <u>NONE</u> \$0.00 (d) Other (describe): <u>NONE</u> \$0.00	
5. BASE MONTHLY PAYMENT WITHOUT CAPITALIZED COST REDUCTION Your Base Monthly Payment (Item 4(a)) without any capitalized cost reduction would have been \$660.46	
6. TOTAL OF MONTHLY PAYMENTS \$25,619.40	
7. PAYMENT SCHEDULE Your first Monthly Payment is due when you sign this Lease. Your other 35 Monthly Payments are due on the 30th day of each month beginning November, 1997. This Lease is scheduled to end October 30, 2000.	
8. RESIDUAL VALUE \$16,850.50	

USING AND TAKING CARE OF THE VEHICLE AND CHARGER	
17. WARRANTY AND EXCLUSION OF WARRANTY. The vehicle and charger are subject to the manufacturers' express warranties unless this box is checked <input type="checkbox"/> . You must abide by the duration and remedy limitations of these warranties. We are giving you a warranty that the vehicle and charger conform to the descriptions in this Lease. THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE AND CHARGER. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT THE MANUFACTURER AND WE HAVE NO REASON TO KNOW THAT YOU REQUIRE THE VEHICLE FOR A PARTICULAR PURPOSE. YOU ALSO ACKNOWLEDGE THAT YOU ARE NOT RELYING ON THEIR OR OUR SKILL OR JUDGMENT TO FURNISH A SUITABLE VEHICLE FOR A PARTICULAR PURPOSE. The following applies only if this Lease is primarily for business purposes: <u>WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY.</u> 18. USE. You agree that you will not: (a) allow unlicensed drivers to drive the vehicle. (b) use or allow the vehicle to be used illegally or contrary to the provisions of any acceptable insurance policy. (c) use or allow the vehicle to be used improperly, for hire, or as a public conveyance. (d) use the vehicle to pull any trailer or other vehicle. (e) remove the vehicle or charger from the United States. You will also not remove the vehicle or charger from those areas of service availability specified by the manufacturers. (f) alter, mark, damage, or use the vehicle or charger for any purpose other than that intended and specified by the manufacturers. (g) install any equipment in or on the vehicle. (h) dismantle, tamper with, or try to reverse engineer the vehicle or charger, even if you reassemble them. You will not allow anyone else to do any of these things. If you do any of these things or allow anyone else to do any of these things, General Motors Corporation, Saturn Corporation, Delco, and/or we may sue you for damages. General Motors Corporation, Saturn Corporation, and Delco are third party beneficiaries of this agreement. (i) expose the vehicle or charger to seizure, confiscation, forfeiture, or other involuntary transfer.	(j) modify the installation of the charger, including the charger's connection to the power supply. You agree that you will: (k) operate the vehicle and charger only in accordance with the safety and operation instructions specified in the owners' manual. (l) advise us and obtain our written consent before de-installing and transporting the charger to a different location. (m) If you do not own the building where the charger is installed, obtain the owners' permission for us or our agents to remove the charger whenever this Lease allows for its removal. 19. MAINTENANCE, REPAIRS, AND OPERATING EXPENSES. You agree to keep the vehicle and charger in good working order and condition. You also agree to service the vehicle and charger as the manufacturers specify. You agree to follow the manufacturers' instructions in any recall campaign. You also agree to pay for all operating expenses including the cost of electricity. 20. SERVICE AVAILABILITY FOR THIS VEHICLE IS LIMITED. See the information provided by the manufacturer concerning how and where to service your vehicle. You must have all collision and service work done at a Saturn retailer in the service availability area the manufacturer specifies. 21. EXCESS WEAR. You agree to keep the vehicle and charger free of excess wear and physical damage including: (a) glass that is damaged or that you have tinted; (b) damaged body, fenders, lights, trim or paint; (c) missing equipment that was in or on the vehicle when delivered and has not been replaced with identical equipment; (d) missing or unsafe wheels or tires; (e) torn, damaged, or stained floor covers, seats, headliners, upholstery, interior trim or trunkliners; (f) any mechanical damage or other condition that causes the vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; (g) defacement of the vehicle and charger; (h) missing parts; (i) damage to the charger's casing, wires, and paddle; (j) any condition that impairs the performance of the vehicle or charger; and (k) any other damage, whether or not covered by insurance. 22. EXCESS MILEAGE. At the end of this Lease, you agree to pay any excess mileage charge (Item 14(d)). You also agree to pay any tax due on the excess mileage charge. At the end of this Lease, we will not give you a credit for any portion of the Base Mileage Allowance (Item 14(b)) you did not use.

NOTICE: SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS, INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST.

EV1 MONTHLY PAYMENT LEASE

SCHEDULED LEASE TERMINATION

23. SCHEDULED TERMINATION DATE. This Lease is schedule to end on the date shown in Item 7.

24. WHAT YOU OWE AT SCHEDULED TERMINATION. If you have paid all required fees and
- taxes and kept all of your agreements in this Lease, you will owe us only (1) any excess mileage charge (Item 14(d)) and (2) our estimated or actual cost of any repairs needed because of excess wear (Item 21). (We are not obligated to make any repairs.)

EARLY LEASE TERMINATION

25. **EARLY TERMINATION.** You **may** end this Lease at any time. If you are in default, or if the vehicle is stolen (and not recovered), or if it is destroyed, we may end this Lease. **EARLY TERMINATION MAY REQUIRE YOU TO PAY A SUBSTANTIAL FEE (SEE ITEM 26).**

26. **WHAT YOU OWE AT EARLY TERMINATION.** If this Lease terminates early for any reason and lease assumption (Item 27) does not occur, you must return the vehicle to us.

(a) You will owe us the Early Termination Fee from the following schedule. The early termination fee varies depending on how long this Lease was in effect. The fee is a multiple of the amount shown in Item 5, which is the amount of your Base Monthly Payment-exclusive of any capitalized cost reduction.

Termination Occurs During	Early Termination Fee
Months 1 - 14	9 times the amount in Item 5
Months 15 - 17	8 times the amount in Item 5
Months 18 - 20	7 times the amount in Item 5
Months 21 - 23	6 times the amount in Item 5
Months 24 - 26	5 times the amount in Item 5
Months 27 - 29	4 times the amount in Item 5
Months 30 - 32	3 times the amount in Item 5
Months 33 - 34	2 times the amount in Item 5
Month 35	1 times the amount in Item 5
Month 36	0 times the amount In Item 5
- (b) You will also owe us:

(1) any past due payments, taxes, unpaid fines, and late charges.

(2) the estimated or actual cost of repairs needed because of excess wear or damage (we are not obligated to make any repairs).

(3) any excess mileage charges described in item 14(d).

(4) any amounts needed to release liens or encumbrances.

(5) any repossession and storage expenses and attorney's fees described in Item 28(b).

(6) any amounts due because you have broken other agreements In this Lease.

(c) If you paid a Capitalized Cost Reduction shown in Item 1(b), we will keep a prorated portion based on the number of payments due before the early termination. We will credit the balance of your Capitalized Cost Reduction toward amounts due us under this Lease.

(d) However, if the vehicle is stolen (and not recovered) or if it destroyed, and we receive an insurance settlement, you will owe us only the insurance deductible plus any amounts from Item 26(b); you will not owe us the Early Termination Fee described in Item 26(a).
27. **LEASE ASSUMPTION.** Instead of terminating this Lease early, you may arrange for a new lessee to assume this Lease subject to our consent. You must ask us in writing and in advance. We are under no obligation to consent. If we consent, you will not owe the early termination fee from Item 26(a) or any excess mileage or wear charges. You will owe us only amounts due under Item 26(b).

DEFAULT

28. **DEFAULT.**

(a) You will be in default if any of these things happen:

(1) you do not make a payment when due.

(2) you do not keep in force the insurance coverage this Lease requires (Item 16).

(3) a person who is an excluded or restricted driver under the Insurance policies drives the vehicle.

(4) you do not service and maintain the vehicle as the manufacturer and this Lease require.

(5) you have made a material misrepresentation on your Lessee Statement.

(6) you violate the section of this Lease (Item 36) prohibiting the transfer of your interest

(7) you break any of your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of our Interest in the vehicle.

(8) you expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.

(9) you do any other act that is a default under a lease contract under applicable law.

(b) If you are In default:

(1) we will have the remedies described in this Lease and any other remedies applicable law gives us except as we otherwise agree in this Lease.

(2) we may end this Lease early. You will owe us the amounts from Item 26.

(3) we may recover the vehicle without demand provided we do so without breach of the peace, at a reasonable time and place, in a reasonable manner, and in accordance with applicable law.

(4) you agree that we or our agents may enter your property, or the property where the vehicle is stored, to take the vehicle if we or they do not breach the peace or break the law.

(5) you agree that if any personal property is in the vehicle when taken, we can take the property and store it for you. Any property attached to the vehicle will stay with the vehicle

(6) you agree to pay the reasonable expenses of taking and storing the vehicle.

(7) we may sue you for damages.

(8) you agree to pay our attorney's fees to the extent permitted by law.

AT THE END OF THIS LEASE

29. **OPTION TO PURCHASE.** You do not have an option to purchase the vehicle. However, if the manufacturer decides to sell this vehicle to the public at Lease end, the manufacturer may give you the first opportunity to buy it at the retail price and terms to be set then.

30. **RETURNING THE VEHICLE.** You agree to contact us before Lease end to arrange to return the vehicle to a reasonable address we will give you. You will return the vehicle to that address at lease termination. If you do not, you will owe us the residual value shown in
- Item 8 (unless the vehicle is stolen and not recovered), plus any other amounts due under this Lease. In addition, General Motors Corporation, Saturn Corporation, and/or we may sue you for damages.
31. **ODOMETER DISCLOSURE REQUIREMENT.** Federal law requires you to disclose the vehicle's mileage to us in connection with a transfer of ownership of the vehicle. You may be fined and/or imprisoned if you fail to complete the disclosure or if you make a false statement.

SECURITY DEPOSIT

32. **SECURITY DEPOSIT.** A refundable security deposit may be part of the payment you make when you enter into this Lease. We will deduct from your security deposit any amounts you owe under this Lease and do not pay. After the end of this Lease we will refund to you any part of your security deposit that is left. We will not pay you interest on your security deposit.

ADDITIONAL PROVISIONS

33. **RISK OF LOSS.** You will have the risk of loss of the vehicle once you take possession of it.

34. **PAYMENTS FOR VEHICLE DAMAGE.** If the vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, settlement, or the like, we will treat the funds as Insurance proceeds.

35. **INSPECTION.** You agree to allow us or the manufacturer to inspect the vehicle at any reasonable time and place. If we ask to inspect the vehicle, you will tell us the location of the vehicle.

36. **PROHIBITION OF TRANSFER OF LESSEE'S INTEREST.** YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN, OR OTHERWISE TRANSFER YOUR
- INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR THAT AFFECTS OUR RIGHTS TO THE VEHICLE, UNLESS WE GIVE OUR PRIOR WRITTEN CONSENT (SEE ITEM 27). YOU WILL NOT TRY TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE.
37. **INDEMNITY.** You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle. You agree to indemnify and hold us harmless from all such losses, damages, injuries, claims, demands, and expenses.

DELIVERY RECEIPT. By signing this Lease, you agree that (1) you received and examined the vehicle described in this Lease, (2) the vehicle is as described in this Lease, and (3) the vehicle is In good working order and condition.

THIS IS THE ENTIRE AGREEMENT. This Lease contains the entire agreement between you and us relating to the lease of the vehicle. Any change to the terms of this Lease must be in writing and signed by you and us. No oral changes are binding. We may delay or refrain from enforcing any of our rights under this Lease without losing them.
Lessee (and Co-Lessee) initials _____

If you are a California resident, you waive Section 1808.21 of the California Vehicle Code and authorize Lessor and Assignee to obtain your residence address from the Department of Motor Vehicles.

Notice to the lessee: (1) Do not sign this agreement before you read it or If It contains any blank spaces to be filled In; (2) You are entitled to a completely filled In copy of this agreement; (3) If you default In the performance of your obligatiونا under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid Indebtedness evidenced by this agreement.

S/S _____

S/S _____

Lessee

Co-Lessee

Warning - Unless a charge Is Included In this agreement for public liability or property damage Insurance, payment for such coverage Is not provided by this agreement.

S/S _____

S/S _____

Lessee

Co-Lessee

Lessee has the right to return the vehicle, and receive a refund of any payments made If the credit application Is not approved, unless nonapproval results from an incomplete application or from Incorrect Information provided by the Lessee.

S/S _____

S/S _____

Lessee

Co-Lessee

California law does not provide for a "cooling off" period or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. You may only cancel this lease with the agreement of the lessor or for legal cause, such as fraud.

S/S _____

S/S _____

Lessee

Co-Lessee

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT _____ ON _____
(City) (State) (Mo.) (Day) (Yr.)

LESSEE: _____ BY: _____ CO-LESSEE: _____

GMAC: _____ BY: _____ TITLE: _____

NOTICE: SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS.

**Modifications To GMAC Lease Agreement
EV1 Monthly Payment Lease**

The following modifications to GMAC's Lease Agreement Form No. 671 SL-AZ/CA-EV1MP (5/97 REV.) shall apply to all EV1s leased under the terms of this MSA and documented on such form.

Section I(a) Vehicle Price Component - "Air Quality District Allowance" of \$5,000 is only applicable to lessees located in local air quality management district territories that provide the Allowance and have not already allotted all available funds to prior lessees of electric vehicles.

Section 2 Payment Due at Lease Signing - (b) GMAC waives the requirement for the First Monthly Payment in Advance. (I) GMAC will collect Sales/Use Tax on Allowances in Item I(a) in first monthly payment

Section 7 Payment Schedule - This section shall be revised as follows: "The first monthly payment is due (30) days after delivery of the vehicle. Your other 35 payments are due on the 30th day of each month beginning [month, yr.]. This lease is scheduled to end [month, day, year]."

Section 9 Official Fees and Taxes - This section is revised to read as follows:

"You agree to pay all fees for testing, and inspecting the vehicle that the government require during this Lease. You agree to pay all taxes related to this Lease or the vehicle that the government levies on you, the vehicle, or us, except for taxes on our net income. Any increase shall be provided for by amendment of the MSA. The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the contractor or on any taxes levied on employee wages. The State will only pay for any state or local sales or use taxes on the lease services rendered or equipment, parts, or software supplied to the State pursuant to this contract."

Section 11 Total Estimated Official Fees and Taxes Payable During Lease - No state entity that leases an EV1 under this MSA will pay any Registration Fee.

Section 16 Required Vehicle Insurance - The following is added to this section:

"The State has elected to be self-insured for its motor vehicle exposure. The Office of Risk and Insurance Management administers the motor vehicle liability program. Physical Damage to such vehicles may be reimbursed by the Employing State Agency in accordance with State Administrative Manual sections 2420 and 4116. GMAC agrees that the State and other subscribers may offer self-insurance acceptable to GMAC in lieu of insurance policies. Each subscriber will be responsible for its own proof of either Self-insurance or Public Liability Insurance and Physical Damage Insurance and agrees to provide proof of insurance to GMAC upon request."

Section 18 Use - Subparagraph (e) is stricken and replaced with the following: "Should the vehicle be removed from those areas of service availability specified by the manufacturer, the subscribing entity agrees to be liable to GMAC in accordance with Section 37 Indemnity."

Section 23 Scheduled Termination Date - The sentence is stricken and replaced with the following: "This lease will terminate 36 months after delivery of the vehicle."

Section 28 Default - The following provision is stricken: "(b)(4) you agree that we or our agents may enter your property, or the property where the vehicle is stored, to take the vehicle if we or they do not breach the peace or break the law."

Section 32 Security Deposit - The following provision is stricken: "A refundable security deposit is part of the payment you make when you enter into this lease. We will deduct from your security deposit any amounts you owe under this Lease and do not pay. After the end of this Lease we will refund to you any part of your security deposit that is left. We will not pay you interest on your security deposit."

Section 36 Prohibition of Transfer of Lessee's Interest - The following is added to this section:

'It is understood and agreed that the State may lease or otherwise make available for use to any State of California agency or employee for State business purposes.'

Section 37 Indemnity - This section is stricken and replaced with the following:

"The subscriber (lessee) shall defend, indemnify, and hold GMAC (lessor), its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of the performance of this lease but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the subscriber (lessee) or its agencies, their respective officers, agents or employees."

PURCHASE ESTIMATE

STD. 66 (2/84)

		DATE PREPARED BY AGENCY 11-01-97		DATE STOCK WANTED		AGENCY BILLING CODE 12345		PURCHASE ESTIMATE NUMBER N/A		PAGE 01		OF 01	
		DELIVERY LOCATION CODE 1 2 (3) 4 5 6 7 8 9 10 11						SHIP TO Department of ----- Office of ----- 1234 Main Street Sacramento, CA 54321 Attn: Stan Smith					
		PROCUREMENT OFFICE (FOR O/P USE ONLY) <input type="checkbox"/> SACRAMENTO <input type="checkbox"/> LOS ANGELES											
VENDOR REFERENCE OR INFORMATION TO OFFICE OF PROCUREMENT General Motors Acceptance Corporation, 1750 East Fourth Street, Suite 650, Santa Ana, CA 92708								CHARGE TO Department of----- Office of ----- 1234 Main Street Sacramento, CA 54321		Same as SHIP TO unless otherwise noted			
AGENCY CONTACT REGARDING THIS ESTIMATE (NAME AND PHONE-ATSS) Mike Smith (916) 327-0000													
LINE NO.	QUANTITY	UNIT	STOCK ITEM NUMBER	DESCRIPTION				UNIT PRICE		EXTENSION			
	2	EA		GM EV1 2 door 2 seat coupe				19,581.84 3 Year Lease		39,163.68			
				3 colors 1. Red				@ \$543.03 per month *					
				2. Dark Green 3. Silver Blue									
				Please prioritize your preferences.									
				* \$543.03 includes base monthly payment plus local sales tax at 7.75%									
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (after T.B.A. No. or B. R. No.)				PROGRAM / CATERGORY (CODE AND TITLE)						\$39,163.68 (includes tax)			
ACCOUNTING OFFICER			PHONE NO. (ATSS) 916-327-1234		FUND TITLE			(OPTIONAL USE)					
I hereby certify upon my own personal knowledge the expenditures above are necessary to perform the functions stated.				ITEM				CHAPTER		STATUTE		FISCAL Y R 97/98	
SIGNATURE & TITLE			PHONE NO. (ATSS) 916-327-1235		OBJECT OF EXPENDITURE (CODE & TITLE) 11.1.13.3.00.02				<input type="checkbox"/> O.E. <input type="checkbox"/> EQUIP.				
I hereby authorize the estimated expenditure above				ENCUMBRANCE ADJUSTMENT <input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE				UNENCUMBERED REMAINDER AFTER PAOSTING AEL. \$					
SIGNATURE AND TITLE			PHONE NO. (ATSS) 916-322-1111		PROPERTY SURVEY NUMBER ATTACHED			DO FUNDS EXPIRE AT THE END OF F.Y. <input type="checkbox"/> YES <input type="checkbox"/> NO					

SAMPLE

SUBSCRIPTION AGREEMENT

This is an example of how to complete the Form Standard 2. to contract for an electric vehicle lease. If your agency has special requirements, include them in this document. Contract duration, dollar amounts, and reporting requirements may vary by agency.

Date	State of California	STANDARD AGREEMENT	APPROVED BY THE ATTORNEY GENERAL
Automaker I.D. #	STD 2(REV.5-91)	CONTRACT NUMBER	AM.NO
		TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 38-0572512	
Complete Agency name	THIS AGREEMENT, made and entered into this () day of (month), 19xx, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting TITLE OF OFFICER ACTING FOR STATE AGENCY hereafter called the state, and <u>Subscribing Agency</u> hereafter called the Contractor.		
Required language	WITNESSETH: That the Contractor for and in consideration of covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time of performance of completion, and attach plans and specifications, if any.) Master Services Agreement DGS-OFA-GM-EV01, is incorporated by reference and made part of this agreement. The subscriber acknowledges receipt of the Master Services Agreement terms and conditions. Both parties agree to be bound by all terms and conditions contained in the Master Services Agreement.		
Include maximum dollar amount to be spent	The amount of this contract shall not exceed \$ _____ The term of this agreement shall be from _____, 19__ to _____, 19__ .		
Automaker to complete vehicle identification numbers	Vehicle Identifications Number(s) (VIN #) _____ Garaging Address(es) _____ _____ _____		
	CONTINUED ON (NUMBER) SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.		
	The provisions on the reverse side hereof constitute a part of this agreement.		
	IN WITNESS WHERE OF, this agreement has been executed by the parties hereto, upon the date first above written.		
Complete and sign	STATE OF CALIFORNIA	CONTRACTOR	
	AGENCY <u>Subscribing Agency</u>	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <u>General Motors Acceptance Corporation</u>	
	BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)	
	PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING	
	TITLE	Address	
		3050 Lomita Blvd. Torrence, CA 90509-2923	
Specify amounts	AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE
	PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	OPTIONAL USE	
	TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER
		STATUTE	FISCAL YEAR
		OBJECT OF EXPENDITURE CODE AND TITLE)	
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.		T.B.A. NO.
	SIGNATURE OF ACCOUNTING OFFICER		B.R. NO.
	DATE		
Route through your regular contract process	<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> DEPT. OF GEN. SER. <input type="checkbox"/> CONTROLLER		

DRUG-FREE WORKPLACE CERTIFICATION

Exhibit D

STD. 21 (NEW 8-93) (Automated)

COMPANY / ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

GMA - Raymond [Signature]

DATE EXECUTED

6/26/97

EXECUTED IN THE COUNTY OF

ORANGE

CONTRACTOR or GRANT RECIPIENT SIGNATURE

GMA

TITLE

OPERATIONS MGR

FEDERAL ID NUMBER

38-0572512

NONDISCRIMINATION COMPLIANCE STATEMENT

Exhibit E

STD. 19 (REV. 3-95)

COMPANY NAME

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the protective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California

OFFICIAL'S NAME

DATE EXECUTED

8/26/97

EXECUTED IN THE COUNTY OF

ORANGE

PROSPECTIVE CONTRACTORS SIGNATURE

Raymond Lee

PROSPECTIVE CONTRACTOR'S TITLE

OPERATIONS MGR

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

GMAC

NONDISCRIMINATION CLAUSE (OCP-1)

STD. 17A (REV. 3-95) (DGS Automated)

Exhibit F

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

VENDOR DATA RECORD*(Required In lieu of IRS W-9 when doing business with the State of California)***Exhibit G**

STD. 204 (REV. 8-95)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the vendor

1 PLEASE RETURN TO:	DEPARTMENT/OFFICE <i>GMAC</i> <hr/> STREET ADDRESS <i>1750 E. FOURTH ST SUITE 650</i> <hr/> CITY, STATE, ZIP CODE <i>SANTA ANA, CA 92705</i> <hr/> TELEPHONE NUMBER <i>714-550-5604</i>	PURPOSE: Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse.)</i>												
2	VENDOR'S BUSINESS NAME <i>(same as above)</i> <hr/> SOLE PROPRIETOR—ENTER OWNER'S FULL NAME HERE (Last, First, M.I.) <hr/> MAILING ADDRESS (Number and Street or P. O. Box Number) <hr/> (City, State, and Zip Code)													
3 VENDOR ENTITY TYPE	CHECK ONE BOX ONLY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> MEDICAL CORPORATION (Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.) <input type="checkbox"/> EXEMPT CORPORATION (Non-profit) <input checked="" type="checkbox"/> ALL OTHER CORPORATIONS </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR </div> </div>	NOTE: State and local governmental entities, including school districts are not required to submit this form.												
4 VENDOR'S TAXPAYER I. D. NUMBER	SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 (See reverse) <div style="display: flex; justify-content: space-between;"> <div> FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) <div style="border: 1px solid black; padding: 2px;"> 38 — 0572512 </div> </div> <div> SOCIAL SECURITY NUMBER <div style="border: 1px solid black; padding: 2px;"> — — — — — — — — </div> </div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.</div> <div>IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.</div> </div>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.											
5 VENDOR RESIDENCY STATUS	CHECK APPROPRIATE BOX(ES) <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA Nonresident (See Reverse) Payments for services by nonresidents c I may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA </div> <div> <input type="checkbox"/> </div> </div>		NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See reverse.)											
6 CERTIFYING SIGNATURE	<div style="text-align: center; margin-bottom: 10px;"> <i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i> </div> <table border="1" style="width: 100%;"> <tr> <td colspan="2" style="height: 40px; vertical-align: bottom;"> AUTHORIZED VENDOR REPRESENTATIVE'S NAME (Type or Print) <i>RAYMOND PITA</i> </td> <td colspan="2" style="height: 40px; vertical-align: bottom;"> TITLE <i>OPERATIONS MGR</i> </td> </tr> <tr> <td style="width: 15%; vertical-align: bottom;">SIGNATURE</td> <td style="width: 55%; height: 40px; vertical-align: bottom;"> <i>Raymond Pita</i> </td> <td style="width: 15%; vertical-align: bottom;">DATE</td> <td style="width: 15%; height: 40px; vertical-align: bottom;"> <i>7/2/97</i> </td> </tr> <tr> <td></td> <td></td> <td style="vertical-align: bottom;">TELEPHONE NUMBER</td> <td style="height: 40px; vertical-align: bottom;"> <i>714-550-5604</i> </td> </tr> </table>		AUTHORIZED VENDOR REPRESENTATIVE'S NAME (Type or Print) <i>RAYMOND PITA</i>		TITLE <i>OPERATIONS MGR</i>		SIGNATURE	<i>Raymond Pita</i>	DATE	<i>7/2/97</i>			TELEPHONE NUMBER	<i>714-550-5604</i>
AUTHORIZED VENDOR REPRESENTATIVE'S NAME (Type or Print) <i>RAYMOND PITA</i>		TITLE <i>OPERATIONS MGR</i>												
SIGNATURE	<i>Raymond Pita</i>	DATE	<i>7/2/97</i>											
		TELEPHONE NUMBER	<i>714-550-5604</i>											

Certification of Compliance with the Forced, Convict, and Indentured Labor Statute

- (a) I hereby certify that no foreign-made equipment, materials, or supplies furnished to the state pursuant to purchase order/contract number DGS-OFA-GM-EV01 were procured in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. By signing this certification I agree to comply with the requirements of Public Contract Code (PCC) Section 6108:
- (b) I understand that if I knew or should have known that the foreign-made equipment, materials or supplies furnished to the state were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above (a), may, subject to PCC Section 6108, subdivision (c) have any or all of the following sanctions imposed:
1. The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the state agency to which the equipment, materials, or supplies were provided.
 2. As the contractor, I may be assessed a penalty which shall be the greater of one thousand dollars (\$1,000) or an amount equaling 20 percent of the value of the equipment, materials, or supplies that the state agency demonstrates were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
 3. As the contractor, I may be removed from the bidder's list for a period not to exceed 360 days.


Contractor Authorized Signature

11/14/97
Date

AREAS OF SERVICE AVAILABILITY***Warranty Service is Available Only in a Limited Geographic Area***

EV1 incorporates a wide variety of design innovations, making it very different from cars using internal combustion. That's why it takes special training and expertise to provide service on this car. Only technicians with that training and expertise, who are certified to work on the EV1, should perform warranty work or service work of any kind on this car.

Properly trained and certified technicians are employed at the Saturn Retail Facility where you took delivery of your EV1 and also at other participating Saturn facilities. Saturn Retail Facilities authorized to lease and service EV1 vehicles are located only in the few geographic markets where the EV1 is distributed. Warranty service for the EV1 is available exclusively at these facilities:

Saturn of Airport/Marina
5850 Centinela Avenue
Los Angeles, CA 90045
(310) 645-6868

Saturn of Fulton Avenue
2540 Fulton Avenue
Sacramento, CA 95825
(916) 972-8876

Saturn of Alhambra
1800 West Main Street
Alhambra, CA 91801
(818) 284-9291

Saturn of Huntington Beach
18801 Beach Blvd.
Huntington Beach, CA 92648
(714) 841-9828

Saturn of Antelope Valley
401 Auto Vista Drive
Palmdale, CA 93551
(805) 274-9644

Saturn of Kearny Mesa
4525 Convoy
Kearny Mesa, CA 92111
(619) 292-9700

Saturn of Cerritos
18400 Studebaker Road
Cerritos, CA 90701
(310) 860-2424

Saturn of Loma Linda
25140 Redlands Blvd.
Loma Linda, CA 92354
(909) 799-9900

Saturn of El Cajon
575 North Johnson Avenue
El Cajon, CA 92020
(619) 444-7200

Saturn of Monrovia
1305 South Mountain Ave.
Monrovia, CA 91016
(818) 303-0077

Saturn of Escondido
859 North Broadway
Escondido, CA 92025
(619) 738-8500

Saturn of National City
2202 National City Blvd.
National City, CA 91950
(619) 336-1600

Saturn of Ontario
1195 Auto Center Drive
Ontario, CA 91761
(909) 605-5655

AREAS OF SERVICE AVAILABILITY

Saturn of Oxnard
1450 Via Del Norte
Oxnard, CA 93030
(805) 983-3333

Saturn of Torrance
20410 Hawthorne Blvd.
Torrance, CA 90505
(310) 370-3737

Saturn of San Juan Capistrano
33033 Camino Capistrano
San Juan Capistrano, CA 92675
(714) 248-5411

Saturn of West 78
2205 Vista Way
Oceanside, CA 92054
(760) 433-8000

Saturn of Santa Ana
1350 Auto Mall Drive
Santa Ana, CA 92705
(714) 648-2444

Saturn of West Covina
1900 East Garvey Avenue South
West Covina, CA 91791
(818) 915-4440

Saturn of The Desert
68080 Perez Road
Cathedral City, CA 92234
(619) 324-242

Saturn of Whittier
13809 E. Whittier Blvd.
Whittier, CA 90605
(310) 698-8700

Saturn of The Valley
15421 Roscoe Blvd.
Sepulveda, CA 91343
(818) 895-3800

Saturn of Thousand Oaks
3440 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
(805) 379-4088

Outside the limited geographic areas where EV1 is distributed, there are no facilities where warranty service is available. Under many circumstances, towing service, up to a maximum of 75 miles, to a Saturn Retail Facility authorized to lease and service the EV1 is provided under the warranty. We advise EV1 customers to operate the car only within a radius of 75 miles of a Saturn Retail Facility authorized to lease and service the EV1.

DEPARTMENT OF GENERAL SERVICES**OFFICE OF FLEET ADMINISTRATION**

802 Q STREET
SACRAMENTO, CA 95814-6422
(916) 327-2085



TO: STATE DEPARTMENTS, AGENCIES, AND POLITICAL SUBDIVISIONS

FROM: DEPARTMENT OF GENERAL SERVICES

SUBJECT: INSTRUCTIONS FOR LEASING ELECTRIC VEHICLES

The Department of General Services, Office of Fleet Administration has developed a Master Services Agreement (MSA) for leasing Electric Vehicles (EVs). To lease an electric vehicle:

- Step 1.** Designate a representative of your department as the official contact person.
- Step 2.** Complete a Purchase Estimate (STD. 66). Forward completed Purchase Estimate to the Office of Fleet Administration's Contract Administrator.
- Step 3.** The Office of Fleet Administration will prepare all subscription agreements, and completed documents to your designated representative for review and signature.
- Step 4.** Following execution, the participating agency shall forward the Subscriptions Agreements to the automaker for final execution.
- Step 5.** Following execution, the automaker shall forward a copy of the fully executed Subscription Agreement to the participating agency and to the Office of Fleet Administration.
- Step 6.** The automaker's official contact person will coordinate vehicle delivery after lease agreements have been completed.

if you have any questions, or would like a copy of the MSA, please contact:

Rick Slama, Contract Administrator
Department of General Services
Office of Fleet Administration
802 Q Street
Sacramento, CA 95814
(916) 327-2567